

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION

STATE FARM FIRE AND CASUALTY COMPANY, §  
§  
Plaintiff, §  
§  
v. § CIVIL ACTION NO. H-09-2011  
§  
MATTHEW LANGE, §  
§  
Defendant. §  
§

ORDER

Intervenors move this Court (Doc. No. 84; hereafter “Motion”) to vacate its Memorandum and Order (Doc. No. 81; hereafter “M&O”). The M&O granted Plaintiff’s Motion for Summary Judgment and denied Intervenors’.

In the M&O, the Court held that the insurance policy in question was not ambiguous. In particular, the Court concluded that the key word “primary” was unambiguous as a matter of law. M&O at 9. As the Court noted, in rejecting Plaintiff’s more constricted interpretation of “primary,” it adopted an interpretation much more favorable to Intervenors. M&O at 10. The M&O identified no genuine dispute as to any material fact. *See* Fed. R. Civ. P. 56.

Because the policy was unambiguous and the material facts undisputed, the Court simply applied the law to the facts. This is exactly the circumstance for which summary judgment was intended, and for which a jury is unnecessary. Because Intervenors have not adduced any reason to believe that the insurance policy was ambiguous, or the material facts disputed, Intervenors’ Motion must be **DENIED**.

**IT IS SO ORDERED.**

**SIGNED** at Houston, Texas, on this 9<sup>th</sup> day of May, 2011.

  
Keith P. Ellison  
KEITH P. ELLISON  
UNITED STATES DISTRICT JUDGE